

# Exhibit 5

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8240 N. MoPac Expressway, Suite 215  
Austin, TX 78759  
(512) 346-3724

December 17, 2009

To Whom It May Concern:

I do hereby certify that the attached is a true and certified copy of the declarations and policy for David Young policy number NVA0000668 for the date of loss 4/13/2006, claim number NCV10562.

Thank you,

A handwritten signature in cursive script that reads "Lisa Lefevre".

Lisa Lefevre  
Underwriting Branch Manager  
Mercury Insurance Group

DEF 08613



For service or questions call: 702-304-9998

Claims Number: 800-503-3724

NAMED INSURED: DAVID YOUNG

Insured Copy

Nevada Personal Auto

Page 1

Effective Date 01/04/2006

Reinstated Declaration

This declaration supersedes any previous declaration bearing same policy number and expiration date.

Mailing Address	Agent
DAVID YOUNG 1317 DEL MAR ST # 4 LAS VEGAS NV 89119	A BETTER WAY INSURANCE AGENCY LLC 1591 N BUFFALO DR #160 LAS VEGAS NV 89128
Customer ID:710435	

The auto(s) or trailer(s) described in this policy is principally garaged at the above address unless otherwise stated.

Policy Number	Policy Period From To	Company Name	Agent No.	Agent Phone
NVA0000668	01/04/2006 - 04/16/2006	Mercury Casualty Company	NV016 NV	702-304-9998
At 12:01AM Standard Time at the address of the named insured as stated herein.				

## DRIVERS INFORMATION

Driver Name	Date of Birth	License/Permit Number	License State	Sex	Marital Status
1 David Young			NV	M	S

EXCLUDED PERSONS  
THIS POLICY CONTAINS A NAMED DRIVER EXCLUSION

APPLICABLE TO ALL COVERAGES EXCEPT UNINSURED MOTORIST COVERAGE PART OF THIS POLICY  
 You have agreed to exclude the persons listed below, as insured when operating a motor vehicle. You also agree to exclude coverage to the named insured for any negligence that may be imputed by law to the named insured arising out of the maintenance, operation or use of a motor vehicle by such excluded person.

Name
2 Steve Penefiel
Driver is excluded from all vehicles

## COVERAGE

The insurance afforded is only with respect to such of the following coverages as are indicated by the appropriate premium charge or charges. The limit of the company's liability for each coverage is subject to the terms, coverages and conditions of the policy.

Veh. No.	Terr	Class	Year	Make/Model	VIN	Cost/New Symbol	Liab Symbol	New/Used	Date Purchased
1	001	075	1992	LINCOLN TOWN CAR EXEC	1LNLM81W4NY741761	12	5	U	02/01/2000
2	001	375	2003	FORD F 150 SUPERCREW	1FTRW08633KC70430	15	7	U	02/01/2005

PART	COVERAGE	LIMITS OF LIABILITY	Premiums		
			Veh 1	Veh 2	Veh
I	BODILY INJURY LIABILITY	\$250,000 Each Person/ \$500,000 Each Accident	\$216.00	\$329.00	
	PROPERTY DAMAGE LIABILITY	\$100,000 Each Accident	\$66.00	\$117.00	
II	MEDICAL PAYMENTS	\$5000 Per Person	\$48.00	\$48.00	
III	UNINSURED MOTORIST BODILY INJURY	\$250,000 Each Person, \$500,000 Each Accident	\$74.00	\$52.00	

U177 NV 11/04

DEF 08614



Insured Copy

**Nevada Personal Auto**

Page 2

Effective Date: 01/04/2006

Policy Number: NVA0000668

Named Insured: DAVID YOUNG

	Deductible(s)		Veh		
	Veh 1	Veh 2			
IV COMPREHENSIVE	\$500	\$500		\$48.00	\$53.00
COLLISION	\$500	\$500		\$118.00	\$207.00
Total Vehicle Premium =				\$570.00	\$806.00

**Other Garaging Location(s):**Veh 1 1317 DEL MAR # 4 LAS VEGAS NV 89119Veh 2 1317 DEL MAR # 4 LAS VEGAS NV 89119

Form numbers of endorsements attached to policy at date of issue.

Notice of Information Practices

U10 NV 11/2004 Personal Auto Policy Jacket

Full Policy Term Premium \$1,376.00  
 Total premium for reinstated term: \$775.00





**NEVADA MOTOR VEHICLE POLICY**

**MERCURY CASUALTY COMPANY**

U-10 NV 08/2006

**DEF 08616**

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## **NEVADA MOTOR VEHICLE POLICY**

If you pay your premium on time, we will provide the insurance described in this policy.

### **YOUR DUTIES**

#### **WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS**

##### **Notify Us As Soon As Practicable**

If a person or vehicle covered by this policy is involved in an accident or loss for which this insurance may apply, report it to us within twenty-four (24) hours or as soon as practicable by calling at **800-503-3724**.

For coverage to apply under this policy, you or an insured person must promptly report each accident or loss even if an insured person is not at fault.

You should provide us with the following accident or loss information as soon as it is available:

1. time;
2. place;
3. circumstances of the accident or loss (for example, how the accident happened and weather conditions);
4. names and addresses of all persons involved;
5. names and addresses of any witnesses; and
6. the license plate numbers of the vehicles involved.

You or an insured person should also notify the police within twenty-four (24) hours or as soon as practicable if:

1. You cannot identify the owner or operator of a vehicle involved in the accident or
2. Theft or vandalism has occurred.

A person claiming coverage must:

1. cooperate with us in any matter concerning a claim or lawsuit;
2. provide any written proof of loss we may reasonably require;
3. allow us to take signed and recorded statements, including sworn statements and examinations under oath, and answer all reasonable questions we may ask as often as we may reasonably require;
4. promptly send us any and all legal papers relating to any claim or lawsuit;
5. attend hearings and trials as we require;
6. take reasonable steps after a loss to protect the covered vehicle, non-owned vehicle, or trailer from further loss. We will pay reasonable expenses incurred in providing that protection. If you fail to do so, any further damages will not be covered under this policy;
7. allow us to have the damaged covered vehicle, non-owned vehicle, or trailer inspected and appraised before its repair or disposal;
8. submit to medical examinations at our expense by doctors we select as often as we may reasonably require; and
9. authorize us to obtain medical and other records as often as reasonably necessary.

### **GENERAL DEFINITIONS**

Except as otherwise defined in this policy, terms appearing in boldface will have the following meaning:

1. **"Accident"** means a sudden, unexpected, and unintended occurrence.
2. **"Bodily injury"** means bodily harm, sickness, or disease, including death that results from bodily harm, sickness, or disease.



3. "Business" includes a trade, profession, or occupation.
4. "Covered vehicle" means:
  - a. any vehicle shown on the Declarations Page, unless you have asked us to delete that vehicle from the policy; or unless that vehicle has been delivered for sale or lease to a person(s) or entity other than a listed insured.
  - b. any additional vehicle on the date you become the owner if:
    - i. you acquire the vehicle during the policy period shown on the Declarations Page;
    - ii. we insure all vehicles owned by you; and
    - iii. no other insurance policy provides coverage for that vehicle.
    - iv. the vehicle has never been previously owned by any listed insured, named insured's spouse, relative, resident, or insured's employer.

If we provide coverage for a vehicle you acquire in addition to any vehicle shown on the Declarations Page, we will provide the broadest coverage we provide for any vehicle shown on the Declarations Page. We will provide that coverage for a period of thirty (30) days after you become the owner, assuming the owner applies for insurance with this company within (30) days after becoming the owner. We will not provide coverage after this thirty (30) day period, unless within this period you ask us to insure the additional vehicle. If you add any coverage to this policy or increase your limits, these changes to your policy will not become effective until after you ask us to add the coverage or increase your limits, and

- c. any replacement vehicle on the date you become the owner if:
  - i. you acquire the vehicle during the policy period shown on the Declarations Page;
  - ii. the vehicle that you acquire replaces one shown on the Declarations Page; and
  - iii. no other insurance policy provides coverage for that vehicle.

If the vehicle that you acquire replaces one shown on the Declarations Page, it will have the same coverage as the vehicle it replaces. You must ask us to insure a replacement vehicle within thirty (30) days after you become the owner if you want to continue any coverage you had under Part IV - Damage To A Vehicle.

If the vehicle replaced did not have coverage under Part IV - Damage To A Vehicle, you may add coverage for the replacement vehicle. However, if you add coverage under Part IV - Damage To A Vehicle, it will not become effective until after you ask us to add the coverage. If you add any other coverage to this policy or increase your limits, it will not become effective until after you ask us to add the coverage or increase your limits.

5. "Declarations Page" means the document from us listing:
  - a. the types of coverage you have elected;
  - b. the limit for each coverage;
  - c. the cost for each coverage;
  - d. the specified vehicles covered by this policy;
  - e. the types of coverage for each vehicle; and
  - f. other information applicable to this policy.
6. "Loss" means sudden, direct, accidental, and unintended loss or damage.
7. "Occupying" means in, on, entering, or exiting.
8. "Owned" means the person:
  - a. holds legal title to the vehicle;
  - b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six (6) months or more; or
  - c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six (6) months or more.
9. "Owner" means any person who, with respect to a vehicle:
  - a. holds legal title to the vehicle;

- b. has legal possession of the vehicle that is subject to a written security agreement with an original term of six (6) months or more; or
  - c. has legal possession of the vehicle that is leased to that person under a written agreement for a continuous period of six (6) months or more.
10. "Property damage" means physical damage to, destruction of, or loss of use of, tangible property.
11. "Relative" means a person residing in the same household as you, and related to you by blood, marriage, or adoption, including a ward, stepchild, or foster child. Your unmarried children residing elsewhere while attending school or in the armed forces are considered residing with the named insured provided they are not emancipated.
12. "Vehicle" and "Vehicles" mean a land motor vehicle:
- a. of the private passenger, pickup body, or sedan delivery type;
  - b. designed for operation principally upon public roads;
  - c. with neither more than nor less than four wheels; and
  - d. with a gross vehicle weight of 10,000 pounds or less.
13. "We", "Us", and "Our" mean the company providing the insurance, as shown on the Declarations Page.
14. "You" and "Your" mean:
- a. a person or persons shown as a named insured on the Declarations Page; and
  - b. the spouse of a named insured if residing in the same household.

#### PART I - LIABILITY TO OTHERS

##### INSURING AGREEMENT

Subject to the Limits of Liability, if you pay the premium for liability coverage, we will pay damages, other than punitive or exemplary damages, for bodily injury and property damage for which an insured person becomes legally responsible because of an accident arising out of the:

- 1. ownership, maintenance, or use of a vehicle; or
- 2. use of any trailer while attached to a:
  - a. covered vehicle; or
  - b. non-owned vehicle operated by an insured person.

Damages include prejudgment interest awarded against an insured person.

We will settle or defend, at our option, any claim for damages covered by this Part I.

##### ADDITIONAL DEFINITIONS

When used in this Part I:

- 1. "Insured person" and "insured persons" mean:
  - a. you or a relative with respect to an accident arising out of the ownership, maintenance, or use of a covered vehicle;
  - b. any person with respect to an accident arising out of that person's use of a covered vehicle with the express or implied permission of you or a relative;
  - c. a relative listed as a driver with respect to an accident arising out of the maintenance or use of a non-owned vehicle with the express or implied permission of the owner of the vehicle, provided such relative or relative's spouse does not own an automobile other than an automobile listed on the Declarations Page;
  - d. you with respect to an accident arising out of the maintenance or use of any vehicle with the express or implied permission of the owner of the vehicle;



- c. any additional interest insured designated by you in your application or by a change request agreed to by us, with respect to liability for an accident arising out of the use of a covered vehicle or non-owned vehicle by a person described in a, b, c, or d above.
- 2. "Non-owned vehicle" means any vehicle that has never been owned by, or leased to, or registered to, or available for the regular use of, you, a relative, any other persons listed as drivers on the Declarations Page, a resident of your household, the non-resident spouse of the named insured, an insured's employer, an insured's employee, a corporation, partnership or other legal entity in which the combined ownership interest of the named insured and relatives exceeds twenty percent, or is a temporary substitute vehicle.
- 3. "Trailer" means a non-motorized trailer, including a farm wagon or farm implement, designed to be towed on public roads by a vehicle, provided that the trailer is not used:
  - a. for commercial or business purposes;
  - b. as a primary residence;
  - c. as a premises for office, store or display purposes; or
  - d. as a passenger conveyance.

#### ADDITIONAL PAYMENTS

In addition to our limit of liability, we will pay for an insured person:

- 1. all reasonable expenses that we incur in the settlement of any claim or defense of any lawsuit;
  - 2. interest accruing after entry of judgment, until we have paid or tendered that portion of the judgment which does not exceed our limit of liability. This does not apply if we have not been given notice of suit or the opportunity to defend an insured person;
  - 3. the premium on any appeal bond or attachment bond required in any lawsuit we defend. We have no duty to purchase a bond in an amount exceeding our limit of liability, and we have no duty to apply for or furnish these bonds;
  - 4. up to \$250 for a bail bond required because of an accident arising out of the ownership, maintenance, or use of a covered vehicle or non-owned vehicle. We have no duty to apply for or furnish this bond; and
- reasonable expenses, including loss of earnings up to \$200 a day, incurred at our request.

#### **EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER PART I.**

Coverage under this Part I, including our duty to defend, does not apply to:

- 1. bodily injury or property damage arising out of the ownership, maintenance, or use of a vehicle or trailer while being used to carry persons or property for compensation or a fee, including, but not limited to delivery of magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools;
- 2. any liability assumed by an insured person under any contract or agreement;
- 3. bodily injury to an employee of an insured person arising out of or within the course of employment, except for domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability benefits, or similar laws;
- 4. bodily injury or property damage arising out of an accident involving a vehicle or trailer while being used by a person while employed or engaged in the business of selling, leasing, repairing, parking, storing, servicing, delivering, or testing vehicles. However, this exclusion does not apply to you, a relative, or an agent or employee of you or a relative, when using a covered vehicle;
- 5. bodily injury or property damage resulting from any pre-arranged or organized racing, speed or demolition contest, stunting activity, or in practice or preparation for any such contest or activity;
- 6. bodily injury or property damage due to a nuclear reaction or radiation;
- 7. bodily injury or property damage for which insurance is afforded under a nuclear energy liability insurance contract;
- 8. any obligation for which the United States Government is liable under the Federal Tort Claims Act;
- 9. bodily injury or property damage caused by an intentional act of an insured person or at the direction of an insured person;



10. property damage to any property owned by, rented to, being transported by, used by, or in the charge of an insured person or a person residing in your household. However, this exclusion does not apply to:
  - a. a rented residence or a rented garage damaged by a covered vehicle; or
  - b. property damage to another covered vehicle;
11. bodily injury to you or a relative. However, this exclusion shall apply only to the extent the damages exceed the minimum limits of liability coverage required by the financial responsibility law of the State of Nevada;
12. bodily injury or property damage resulting from a relative's operation or use of a vehicle, other than a covered vehicle, owned by a person who resides with you;
13. bodily injury or property damage resulting from your operation or use of a vehicle owned by you, other than a covered vehicle; or
14. bodily injury or property damage arising out of the use of a covered vehicle while leased or rented to others. However, this exclusion does not apply to the operation of a covered vehicle by you or a relative.
15. the loading or unloading of any motor vehicle, but this exclusion does not apply to the named insured, a relative, a lessee or bailee of the motor vehicle, or an employee of any such person;
16. bodily injury or property damage which occurs as a result of the actual, alleged or threatened discharge, disposal, release or escape of pollutants while any insured vehicle, including any trailer, is being used for the purpose of transporting any pollutants. Pollutant means solid, liquid, gaseous or thermal irritant or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

If a court with proper jurisdiction finds any exclusion under this Part I unenforceable or inapplicable under the laws of the State of Nevada, the exclusion:

1. will not apply to the extent that the damages are within the minimum limits of liability coverage as required by the financial responsibility law of the State of Nevada;
2. will apply to that portion of the damages resulting from an accident that exceeds the minimum limits as required by the financial responsibility law of the State of Nevada.

#### LIMITS OF LIABILITY

THE LIMIT OF LIABILITY SHOWN ON THE DECLARATIONS PAGE IS THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

1. CLAIMS MADE;
2. COVERED VEHICLES;
3. TRAILERS SHOWN ON THE DECLARATIONS PAGE;
4. INSURED PERSONS;
5. LAWSUITS BROUGHT;
6. VEHICLES INVOLVED IN AN ACCIDENT;
7. PREMIUMS PAID; or
8. POLICIES ISSUED BY US.

LIABILITY COVERAGE ON VEHICLES INSURED BY US CANNOT BE ADDED, COMBINED, OR STACKED TOGETHER.

If the Declarations Page shows that "combined single limits" or "CSL" applies, the amount shown is the most we will pay for the total of all damages resulting from any one accident. However, without changing this total "each accident" limit of liability, we will comply with any law that requires us to provide any separate limits.

If your Declarations Page shows a split limit:

1. the amount shown for "each person" is the most we will pay for all damages due to bodily injury to one person;
2. subject to the "each person" limit the amount shown for "each accident" is the most we will pay for all damages due to bodily injury sustained by two or more persons in any one accident; and